

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM606635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Collateral Agreement at Reel/Frame No. 4664/0750		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		11/03/2020	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Barrette Outdoor Living, Inc.		
Street Address:	7830 Freeway Circle		
City:	Middleburg Heights		
State/Country:	OHIO		
Postal Code:	44130		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3758434	ACTIVEYARDS	
Serial Number:	77627480	BARRETTE OUTDOOR PRODUCTS	
Registration Number:	3517594	COMPOSCORE	
Registration Number:	3938497	CORIGIN	
Registration Number:	3747252	CREATE A GATE	
Registration Number:	1951502	CREATE-A-RAIL	
Registration Number:	2092105	FREEDOM	
Registration Number:	3239617	POWERSHELF	
Registration Number:	3904815	SOLUTIONS FOR BUSY BACKYARDS	
Registration Number:	2698381	STURDISTAND	
Registration Number:	2675499	STURDISTAND VINYL POST HARDWARE MOUNT A	
Registration Number:	3743642	TUFFBILT	
Registration Number:	2292220	U.S. FENCE	
Serial Number:	85179235	XCEED INSTALL	
Registration Number:	3343374	YARDSMART	
Registration Number:	3358080	ARBORLIFE	
Registration Number:	3469174	BEECHMONT	
Registration Number:	3175445	CAMBIUM	
Serial Number:	85389360		

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85389763	
Registration Number:	3254268	GLIDELOCK
Registration Number:	3469172	KENWOOD
Registration Number:	2713590	MAXIMUM VINYL PRODUCTS
Registration Number:	2990636	SIMPLICITY VINYL SYSTEMS
Registration Number:	3427718	SOLARARMOR
Registration Number:	3181802	SOLARGUARD
Registration Number:	3423658	THE BEAUTY'S INGRAINED
Registration Number:	3363935	WILMINGTON
Registration Number:	3178604	WOOD LOOK WITHOUT WOOD WORK

CORRESPONDENCE DATA

Fax Number: 2138918763

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	038263-0387
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/03/2020

Total Attachments: 6

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TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT (this "Termination"), is dated as of November 3, 2020, and made by Bank of Montreal, a Canadian chartered bank, ("Agent") to Barrette Outdoor Living, Inc., an Ohio corporation ("Debtor").

WHEREAS, reference is made to (i) certain Credit Agreement, dated as of November 18, 2011 (as amended, the "Credit Agreement"), among Barrette Outdoor Living, Inc., the guarantors party thereto, the financial institutions listed on the signature pages thereof as Lenders, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents");

WHEREAS, pursuant to certain Trademark Collateral Agreement dated as of November 18, 2011, made by Barrette Outdoor Living, Inc. in favor of Agent (collectively, the "Collateral Agreements"), security interests were granted by Barrette Outdoor Living, Inc. to Agent in the trademarks, trademark registrations and trademark applications, which included the Trademarks (as hereinafter defined);

WHEREAS, the Collateral Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on November 22, 2011, at Reel 4664 and Frame 0750;

WHEREAS, Debtor has paid all its outstanding Obligations to Agent under the Credit Documents;
and

WHEREAS, Agent now desires to terminate and release the Collateral Agreements;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. Definitions. The term "Trademarks", as used herein, shall mean all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. Agent hereby terminates the Collateral Agreements and terminates, releases and discharges its security interest in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest that Agent may have in the Trademark Collateral.

3. Representations and Warranties. Agent represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Collateral Agreements.

4. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

5. Governing Law. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BANK OF MONTREAL, as Agent

By: Randon Gardley
Name: Randon Gardley
Title: Vice President

[Signature Page to Termination and Release of Trademark Collateral Agreement]

SCHEDULE A
TO TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	COUNTRY	OWNER	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ACTIVEYARDS	United States	Barrette Outdoor Living Inc.	Registered	77/495,419	6/10/2008	3,758,434	3/9/2010
BARRETTE OUTDOOR PRODUCTS	United States	Barrette Outdoor Living Inc.	Allowed	77/627,480	12/5/2008		
COMPOCORE	United States	Barrette Outdoor Living Inc.	Registered	77/232,293	7/18/2007	3,517,594	10/14/2008
CORIGIN	United States	Barrette Outdoor Living Inc.	Registered	77/758,103	6/12/2009	3,938,497	3/29/2011
CREATE A GATE (Design)	United States	Barrette Outdoor Living Inc.	Registered	77/278,032	9/12/2007	3,747,252	2/9/2010
CREATE-A-RAIL	United States	Barrette Outdoor Living Inc.	Registered	74/650,453	3/23/1995	1,951,502	1/23/1996
FREEDOM	United States	Barrette Outdoor Living Inc.	Registered	75/050,566	1/30/1996	2,092,105	8/26/1997
POWERSHELF	United States	Barrette Outdoor Living Inc.	Registered	78/924,547	7/7/2006	3,239,617	5/8/2007
SOLUTIONS FOR BUSY BACKYARDS	United States	Barrette Outdoor Living Inc.	Registered	77/587,477	10/7/2008	3,904,815	1/11/2011
STURDISTAND	United States	Barrette Outdoor Living Inc.	Registered	76/161,284	11/7/2000	2,698,381	3/18/2003
STURDISTAND VINYL POST HARDWARE MOUNT A VINYL POST TO ANY	United States	Barrette Outdoor Living Inc.	Registered	76/161,289	11/7/2000	2,675,499	1/14/2003

SURFACE (Design)							
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TUFFBILT	United States	Barrette Outdoor Living Inc.	Registered	77/460,442	4/29/2008	3,743,642	2/2/2010
U.S. FENCE	United States	Barrette Outdoor Living Inc.	Registered	75/456,601	3/26/1998	2,292,220	11/16/1999
XCEED INSTALL	United States	Barrette Outdoor Living Inc.	Allowed	85/179,235	11/17/2010		
YARDSMART	United States	Barrette Outdoor Living Inc.	Registered	77/128,787	3/12/2007	3,343,374	11/27/2007
ARBORLIFE	United States	Barrette Outdoor Living Inc.	Registered	78/964,064	8/30/2006	3,358,080	12/18/2007
BEECHMONT	United States	Barrette Outdoor Living Inc.	Registered	77/259,632	8/20/2007	3,249,174	7/15/2008
CAMBIUM	United States	Barrette Outdoor Living Inc.	Registered	78/643,981	6/6/2005	3,175,445	11/21/2006
FENCE PANEL, Elevation View (Design)	United States	Barrette Outdoor Living Inc.	Pending	85/389,360	8/4/2011		
FENCE PANEL, Perspective View (Design)	United States	Barrette Outdoor Living Inc.	Pending	85/389,763	8/4/2011		
GLIDELOCK	United States	Barrette Outdoor Living Inc.	Registered	78/705,914	9/2/2005	3,254,268	6/19/2007
KENWOOD	United States	Barrette Outdoor Living Inc.	Registered	77/259,257	8/20/2007	3,469,172	7/15/2008
MAXIMUM VINYL PRODUCTS	United States	Barrette Outdoor Living Inc.	Registered	78/134,322	6/10/2002	2,713,590	5/6/2003

SIMPLICITY VINYL SYSTEMS	United States	Barrette Outdoor Living Inc.	Registered	78/394,043	3/31/200 4	2,990,63 6	8/30/2005
SOLARARMOR	United States	Barrette Outdoor Living Inc.	Registered	77/099,943	2/6/2007	3,427,71 8	5/13/2008
SOLARGUARD	United States	Barrette Outdoor Living Inc.	Registered	78/589,143	3/17/200 5	3,181,80 2	12/5/2006
THE BEAUTY'S INGRAINED	United States	Barrette Outdoor Living Inc.	Registered	77/074,115	1/2/2007	3,423,65 8	5/6/2008
WILMINGTON	United States	Barrette Outdoor Living Inc.	Registered	77/074,121	1/2/2007	3,363,93 5	1/1/2008

WOOD LOOK WITHOUT WOOD WORK	United States	Barrette Outdoor Living Inc.	Registere d	78/707,46 5	9/6/2005	3,178,60 4	11/28/200 6
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